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Article 5 Agreement or Memorandum of an Agreement Description of Document

Property Description NA

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First Party ICAR CIPHET

Second Party Not Applicable

Stamp Duty Paid By ICAR.CIPHET

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100 Total Stamp Duty Amount(Rs.)

(One Hundred only)



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Memorandum of Understanding

This Memorandum of Understanding (MoU) entered at ICAR-CIPHET Ludhiana on thisday of,2023

Between

ICAR-Central Institute of Post-harvest Engineering and technology (ICAR-CIPHET), Ludhiana having its registered office at ICAR-CIPHET Campus, PO-PAU, Ludhiana 141004

For CIPHET, Ludhiana Hounde Dage 1 of 7

For CGMFPFED, Rap 0 0 4 3 0 9 9 8 0

Stat €atory Alert:

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represented by its Director, Dr. Nachiket Kotwaliwale, hereinafter called FIRST PARTY, and the expression shall mean and include its successors, administrators, authorized representatives etc. Dr. Manju Bala. Head (Act). FGOP Division and Dr. R K Vishwakarma, Principal Scientist & Project Coordinator AICRP on PHET, are authorized representatives who will liaison on-behalf of ICAR-CIPHET, Ludhiana.

And

Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited is an apex organization located at Raipur with three tier co-operative structure represented by authorized representative. Federation is responsible for all aspects relating to management, development and trade of minor forest produce sector in the state hereinafter referred to as "CGMFPFED".

WHEREAS:

- A. ICAR-Central Institute of Post-harvest Engineering and technology (ICAR-CIPHET), Ludhiana is a premier agricultural research institute to undertake lead research in the area of Post-Harvest Engineering and Technology appropriate to agricultural production catchment and agro-industries. The focus of the Institute is to impart scientific and practical knowledge of advanced solutions in storage and management of agricultural commodities and facilitate networking among the participants for inter-institutional post-harvest research.
- B. The institute also has a campus (Horticultural Crop Processing Division) located at Abohar. ICAR-CIPHET is also headquarters for two All India Coordinated Research Projects (AICRPs) viz. AICRP on Post-Harvest Engineering and Technology (PHET) at 31 Centres and AICRP on Plastic Engineering in Agriculture Structure & Environment Management (PEASEM) at 14 Centres. The institute has developed various technologies related to post-harvest storage and processing of agricultural produce. Some of the remarkable technologies developed by its scheme for minor forest produce are Mahua seed decorticator, mahua flower beverages, tamarind dehuller cum deseeder etc.
- C. CGMFPFED is a cooperative comprising of a state level Apex body, 31 District Unions and 901 Primary Forest Produce Co-operative Societies. At present there are about 10300 collection centres (called Phads) of Tendu leaves spread over the length and breadth of the state and approximately 13.76 lakhs Minor Forest Produce gatherer families. The Federation has elected board of directors comprising of Chairman, elected Directors, and State government officials. The apex body performs various activities such as collection and storage and trade of Minor Forest Produces (MFP)

For CIPHET, Ludhiana Page 2 of 7

For CGMFPFED, Raipur

and payment to collectors through district level co-operative unions. It disposes specified non timber forest produce through e-tenders and e-auctions by inviting National level participants. It also advises the State Government on policy formulation on conservation, collection, value addition and marketing of MFPs etc.

D. By way of this MOU, ICAR-CIPHET, Ludhiana has agreed to support CGMFPFED as Nodal Agency and to jointly collaborate on areas related to post-harvest management of minor forest produce. The details of individual projects for achieving the purpose will be mutually agreed between the Parties with well-defined objectives, commercial and earmarked outputs, and specified timelines on a case-to-case basis as per extant ICAR professional services guidelines.

THIS MOU WITNESSETH AS FOLLOWS:

- 1. Term: This MOU shall be in force for a period of 5 (Five) years from signing of MOU, unless terminated earlier in the manner set out in this MoU. Prior to or upon expiry, the Parties may renew this MoU in writing, on mutually agreed terms and conditions.
- 2. Scope of Work: To achieve the purpose to initiate specific projects in respect thereof, the Second party may propose strategic areas/product in which they need assistance of First Party. For instance, the parties have identified the following 4 areas in which the Parties shall assist each other:
 - Technical support for storage & pest management of forest produce identified by Federation including:
 - Manual for storage and pest management
 - Training of staff/others
 - Periodical inspection/monitoring for improvement of practices/system
 - Technical Support for establishing primary/secondary processing centers (Semi-mechanized) at vantage points:
 - Design of system, machines, specifications for primary/ secondary processing at vantage points.
 - Technical support in procurement, installation, and operation of machinery for primary/secondary processing.
 - Development of SoP for primary/secondary processing of produce
 - Training of staff/others
 - Periodical inspection/monitoring for better efficiency/improvement.

For CIPHET, Ludhiana ______Page 3 of 7

For CGMFPFED, Raipur

c. Technical support for quality control regime for the other forest produce/ herbal products:

- Development of standards for forest produce products at procurement, processing, and marketing points. This may include empirical field level tests and lab tests.
- Support for upgradation of federation labs to meet testing protocols for above including lab manual and SoP, etc.
- Upgradation of technical staff and others for quality control regime
- Development of SoP for QR Code based quality control regime for the saleable produce/products
- Monitoring and upscaling of the quality regime

d. Technical support for producing leaf plate and cups on mass scale as per market standards:

- Product design for *Mahul* leaf plates and cups specifying size, strength, adhering agent, other raw material standards as per market demand.
- Development of technology for support material based on agriculture / forest produce and waste such as weeds like *Lantana*, *Eupatorium*, *Van Tulasi*, agricultural waste such as maize / paddy plant waste, sugarcane residue etc.
- Design and development of automatic / semi-automatic machinery for producing above products.
- Support in procurement and installation of machinery, establishment of *Mahul* leaf plate and cup production centers.
- Development of SoP for production, packaging, storage, and distribution of products to different locations.
- Capacity building of staff, SHG members and others
- Monitoring and upscaling of the Quality Control Regime

e. Manpower & Budget Requirements:

S	Budget Head		Year-wise Budget (INR Lakhs)				
No		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	(Rs in Lakhs)
1	Contingency (including salary of Contractual Staff (04 Senior Research Fellows)	22.176	22.176	22.176	22.176	22.176	110.880
2	TA/DA, POL, Hiring of vehicle for travel etc.	6.000	6.000	6.000	6.500	6.500	31.000
3	Institutional charges @ 20% of (1)	4.4352	4.4352	4.4352	4.4352	4.4352	22.176
0	Total	32.6112	32.6112	32.6112	33.1112	33.1112	164.056

Note: Contractual staff may also be deployed at CGMFPFED as per requirement of work. The above

Harrie Page 4 of 7

For CGMFPFED, Raipur

- manpower and budget requirements are for a period of five years i.e. duration of current MoU. Separate proposals will be submitted for specific projects to be undertaken by ICAR-CIPHET in consultation with CGMFPFED.
- 3. <u>Consideration</u>: The specific projects to be undertaken by ICAR-CIPHET in furtherance of the Purpose, shall be mutually determined by the Parties and agreed to in writing.
- 4. <u>Termination:</u> Either party can terminate the agreement with three months prior written notice to the other party. In case of termination of this MOU by either party, both the parties must be considerate of the investments made by each in the Purpose and Scope of Work and shall jointly help exhaust/liquidate the same in case these cannot be used in future.
- 5. Confidentiality: The Parties shall keep all Confidential Information disclosed to it or otherwise acquired or derived by it during the Term of this MoU, as confidential. The Parties, shall not, at any time during the term of this MoU, or at any time thereafter, display, distribute, improve, and otherwise use, whether to its advantage or otherwise, any/ and all the Confidential Information for any purpose other than the Purpose of this MoU. The Parties will not use the Confidential Information for any reasons other than the Purpose and Scope of Work, without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party.

"Confidential Information" as used in this MoU shall mean any and all data, results, know-how, show how, software, algorithms, trade secrets, plans, forecasts, analyses, evaluations, research, technical information, business information, financial information, product information, formulae, business plans, strategies, customer lists, marketing plans, or other information whether oral or in writing, in electronic form or in any other form, disclosed before, on or after the Commencement Date by the disclosing Party to the receiving Party. Confidential Information shall further include any analyses, compilations, studies, minutes of meetings or other documents or physical materials, prepared by the receiving Party while carrying out the Purpose, Scope of Work or otherwise based upon or derived from information and/or materials disclosed by the disclosing Party.

Confidential Information shall not include any information or material which the receiving Party can prove:

- a. is or becomes public knowledge through no improper conduct or breach of this MOU on the part of the receiving Party;
- b. is already lawfully possessed by the receiving Party prior to receiving it from the disclosing Party;
- c. is obtained subsequently by the receiving Party from a third party without

For CGMFPFED. Raiper

For CIPHET, Ludhiana Haumle Page 5 of 7

any obligations of confidentiality and such third party is in lawful possession of such information and/or material and is not in violation of any contractual or legal obligation to maintain confidential of such information and/or material; and/or

- d. is independently developed by the receiving Party without use of the Confidential Information.
- 6. Intellectual Property Rights: Intellectual property and benefits arising out of cooperation under this agreement shall be jointly shared by both the parties.
- 7. Jurisdiction: The Parties hereto specifically agree that in respect of any dispute arising between the parties relating to this MoU, only the courts in the city of Ludhiana having appropriate pecuniary jurisdiction shall be the court of competent jurisdiction to the exclusion of all other courts having jurisdiction.
- 8. Modifications: The parties acknowledge and agree that this MoU can only be modified by way of a written amendment between the Parties.
- 9. Headings: The title, caption or heading for any provisions in this MoU is used as a matter of convenience and not meant to interpret or construe the meaning of any provision.
- 10. Assignment: No rights or obligations under this MoU may be assigned by a Party without the prior written consent of the other Party.
- 11. Counter Parts: This MoU may be executed in one or more counterparts each of which shall be deemed to be an original thereof.
- 12. Relationship between Parties: Nothing in this MoU shall be deemed to have created a partnership, joint venture, a contract of employment or a principal-agent relationship between the Parties. It is specifically understood between the Parties that the relationship between ICAR-CIPHET and CGMFPFED contemplated under this MoU is strictly on a principal-to-principal basis.
- 13. Notice: All notices under this MoU shall be in writing and shall be deemed to be duly given, if sent by prepaid registered post to the other party at the address given eisewhere in this MoU. In proving services of such a notice, it shall be sufficient to show that the same has been properly addressed and posted.
- 1 4. Non-Exclusive Arrangement: Nothing in this MoU shall prevent either Party from entering into any understanding or agreement with third parties to popularize, manufacture, develop or market or carry out research in respect of post-harvest.
- 1 5. Severability: If any term or provision of this MoU shall be invalid, illegal, or unenforceable in whole or in part by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provision shall not, in any way, be

For CIPHET, Ludhiana Houri Page 6 of 7

For CGMFPFED. Rainur

affected or impaired thereby.

- 16. Entire Understanding: This MoU constitutes the entire understanding between the parties and supersedes and cancels all previous documents, agreements relating to the subject matter of this MoU, whether oral or written.
- 17. FORCE MAJEURE: Neither party shall be responsible for non-fulfilment of their respective obligations under this MoU, if the party is prevented from performing its obligations because of the existence of a force majeure event. 'Force Majeure" shall mean any act beyond the reasonable control of a party and shall include (but not be limited to) acts of God, War, Flood, Earthquake, Strike, Lockout, Epidemic/pandemic, Riots and Civil Commotion, etc. If, the force majeure conditions continue beyond six months, the parties may jointly decide about the further course of action.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE.

For ICAR-CIPHET

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AUTHORISED SIGNATORY

Control institute of Post-Harvest Engineering chnology, Ludhians-141004 (India)

Witness

FG+OP Division

ICAR-CIPHET, Ludhiana

2.

For CGMFPFED

AUTHORISED SIGNATORY

खडापबंधक छ.ग. राज्य लघु वनोपज सहकारी संघ मर्यादित

वन धन भवन, सेक्टर-24,

Anunadher Swanteer

2. Gunjan Chandrackar Senior Executive (Processing) CGMFP Fed.

For CIPHET, Ludhiana Jamile Page 7 of 7

For CGMFPFED. Rainur